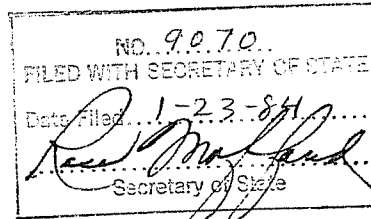


PROJECT: BPM 600-1-701  
SECTION: OUTER LOOP-VICTORY ACRES

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TEMPE



THIS AGREEMENT entered into this 23<sup>rd</sup> day of JANUARY, 1984 between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the City of Tempe acting by and through its City Council hereinafter called "City",

WHEREAS, State is empowered by Section 28-108 Arizona Revised Statutes to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of the State; and

WHEREAS, City is empowered by Section 9-672 and 11-952 Arizona Revised Statutes, and its City Charter to enter into this agreement and acting by and through its City Council, has, by motion, a copy of which is attached hereto and made a part hereof, moved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, City desires to acquire certain properties as a part of its Victory Acres development program; and

WHEREAS, portions of the said properties lie within that part of the corridor of the Outer Loop situated east of Price Road, and extending southerly from University Drive to Apache Boulevard; and

WHEREAS, those properties so situated are required by State for Outer Loop right of way; and

WHEREAS, State and City agree to cooperate in the acquisition of these properties.

THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

CITY SHALL:

1. Engage one or more qualified fee appraisers who will prepare an appraisal report establishing the fair market value of each parcel of land to be acquired.
2. Furnish appraisal review service by staff review appraisers.
3. Secure two fee appraisals on each parcel having a value in excess of \$100,000.
4. Initiate and carry through to completion the negotiated acquisition process for each parcel to be acquired, which

shall culminate in the establishment of an escrow account with a title company approved by both parties. At the close of escrow on each parcel lying within State's proposed Right of Way the title company shall record a warranty deed placing title to the property in State and shall issue a policy of title insurance to State.

5. Provide relocation service to the residents of each occupied parcel in accordance with City's approved relocation procedures and in accordance with State law. City further agrees that in the event Housing of Last Resort procedures become necessary, compliance will be made with Section 28-1851 Arizona Revised Statutes.

6. Contract for the demolition or removal of all structures, including site clearance, for each parcel acquired which lies within State's proposed right of way.

7. Assign priority status to those certain parcels wherein the owners have requested advance acquisition.

8. Notify State when all parcels in the above-defined area have been placed in escrow and furnish to State an appraisal report setting forth the value of the easement area City requires along the east side of Price Road.

9. Upon receipt of the easement covering the area delineated by City, pay to State the value of said easement as stated in the appraisal report.

10. Upon advance notice by State, allow State to examine City's project records and cooperate with State's agents who are assigned to monitor City's activities.

11. Save and hold harmless State, or any of its departments, agencies, officers or employees for any sums which State, or any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for injury or damage to persons or property caused by the fault or negligence of City, its employees or agents.

STATE SHALL:

1. Cooperate with City in its acquisition activities and furnish to City copies of right of way plans prepared by State and engineering data generated for the Outer Loop Freeway, for use by City in planning its acquisition activities.

2. Upon request by City grant to City an easement over the area immediately east of Price Road as outlined above.

3. Pay to City, for all properties needed by State and not acquired by City on the date of this agreement the fair market value of each property, as determined by City's fee appraisers, plus City's relocation expense and escrow costs.

4. Pay to City, for those properties needed by State and already acquired by City prior to the date of this agreement, the fair market value of each property as determined by City's fee appraisers plus City's escrow costs.

This agreement shall remain in full force and effect until completion of said project as aforesaid; provided, however, that this agreement may be cancelled by either party upon 30 days' written notice to the other party.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

This agreement shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this agreement, a copy of City's motion passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of the State to enter into this agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TEMPE

BY: Harry E. Whitehell  
TITLE: MAYOR

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

BY: W. O. Ford  
W. O. Ford  
Chief Deputy State Engineer

ATTEST: Virginia Thompson  
CITY CLERK

within six (6) months of Council approval and shall be reflected on the PAD map prior to recordation; (2b) Full street improvements on this phase of development must be installed prior to the issuance of any occupancy permits. Details shall be approved by the Public Works Department; (3) All previously imposed conditions including any modifications to conditions as a part of this approval shall be adhered to; Councilman Plencner seconded; roll call vote 7-0.

- \* (7) Authorization to Execute Inter-Governmental Agreement with ADOT Price Road/Outer Loop Right-of-Way Acquisition Project 81042  
Councilman Ream moved that Council authorize execution of the agreement; Councilman Plencner seconded; roll call vote 7-0.

- (8) General Plan Map & General Plan Text  
Mr. Hull explained some recommendations made by the Planning & Zoning Commission and responded to queries of the Council.  
Councilman Sears moved that Council reaffirm the Land Use Plan which controls the use of land; the General Text that establishes the development guidelines and standards; the Zoning Overlay District which is the tool for implementation of the Plan and set the public hearing for January 19, 1984; Councilman Oonk seconded; roll call vote 7-0.

- \* (9) Cities and Counties - Cable Coalition  
Councilman Ream moved that Council authorize payment for dues in the amount of \$1,332 payable to the "Cities and Counties for Cable Coalition"; Councilman Plencner seconded; roll call vote 7-0.

- \* (10) Authorization to Execute Ambulance Agreement-Professional Medical Transport, Inc.  
Councilman Ream moved that the Council authorize execution of the standard ambulance contract with Professional Medical Transport, Inc.; Councilman Plencner seconded; roll call vote 7-0.

6. CALL FOR BIDS

7. REPORT ON BIDS

(A) Bid 1047 - Light Bars & Sirens

Tom Harley read a letter for the record objecting to a tax situation which created an inequity with regards to his bid.

Mr. Merkel responded to the points made in the letter; advised that the bid should be awarded to the lowest bidder.

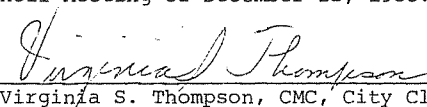
- Councilman Ream moved that Council award the bid to the low bidders conforming to the specifications as follows: Item 1-light bar assemblies-Adamson, Ind., Costa Mesa, CA-\$8,368.46; Item 2-sirens-Adamson Ind., -\$6,173.27; Item 3-speakers-Whelen Co., Deepriver, CT, - \$1,549.04; Total \$16,090.77; Councilman Sears seconded; roll call vote 6-1; Councilman Plencner dissenting.

\* (B) Bid 1062 - Crack Sealing

Councilman Ream moved that the City Council award the bid to Crafcro Southwest for \$23,766.60; Councilman Plencner seconded; roll call vote 7-0.

I, Virginia S. Thompson, the duly appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify that the above is a true and exact copy of the minutes of the Tempe City Council Regular Council Meeting of December 22, 1983.

DATED this 13th day of January, 1984.


  
Virginia S. Thompson, CMC, City Clerk

PROJECT: BPM 600-1-701  
SECTION: OUTER LOOP-VICTORY ACRES

RESOLUTION

BE IT RESOLVED on this 21<sup>st</sup> day of NOVEMBER, 1983,  
that I, W. A. Ordway, as Director, ARIZONA DEPARTMENT OF  
TRANSPORTATION, have determined that it is in the best  
interests of the State of Arizona that the DEPARTMENT OF  
TRANSPORTATION, acting by and through the Highways Division,  
enter into an Intergovernmental Agreement with the City of  
Tempe for the acquisition of certain properties lying within  
the corridor of the Outer Loop and situated west of Price  
Road, extending southerly from University Drive to Apache  
Boulevard.

THEREFORE, authorization is hereby given to draft said  
Agreement which, upon completion, shall be submitted for  
approval and execution by the Chief Deputy State Engineer.

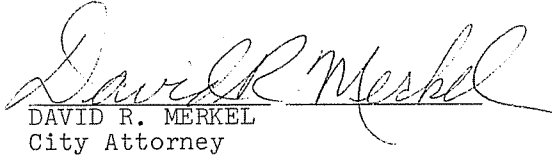
  
W. A. Ordway, Director  
Arizona Department  
of Transportation

APPROVAL OF TEMPE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the State of Arizona Department of Transportation and the CITY OF TEMPE, and declare the agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the City, to enter into said agreement.

DATED this 30th day of December, 1983.

  
DAVID R. MERKEL  
City Attorney



OFFICE OF THE  
**Attorney General**  
TRANSPORTATION DIVISION  
1275 WEST WASHINGTON  
PHOENIX, ARIZONA 85007  
(602) 255-1680

ROBERT K. CORBIN  
ATTORNEY GENERAL

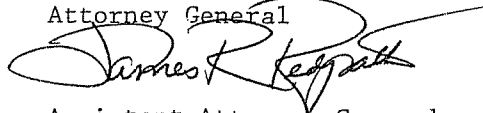
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. 84-035, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General Who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies to enter into said agreement.

Dated this 20<sup>th</sup> day of January, 1984.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division